

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

CALIBER HOME LOANS, INC.,

Plaintiff,

v.

CROSSCOUNTRY MORTGAGE, LLC,

Defendant.

No. 2:22-cv-00616-RAJ

**AMENDED COMPLAINT**

**JURY TRIAL DEMANDED**

Caliber Home Loans, Inc. (“Caliber”), by its undersigned attorneys, brings this Amended Complaint<sup>1</sup> against Defendant, CrossCountry Mortgage, LLC (“CrossCountry”).

**NATURE OF THIS ACTION**

1. Caliber is a mortgage services provider. CrossCountry—Caliber’s direct competitor—executed an illegal scheme by targeting and raiding Caliber employees, misappropriating Caliber’s trade secrets, and diverting mortgage loan customers from Caliber to CrossCountry. Specifically, in a short amount of time, at last count, CrossCountry has hired more than 40 producers (plus just as many support and administrative staff, for a total of 80 plus employees), from six different states (Washington, Oregon, Texas, Florida,

<sup>1</sup> Caliber files this Amended Complaint in accordance with the Court’s March 30, 2023 Order and removes Count I (Unfair Competition) and Count VI (Tortious Interference with Advantageous Business Relationships) of Caliber’s original Complaint. These are the two Counts that the Court Dismissed with Leave to Amend. Caliber will not pursue those two Counts, moving forward on the remaining five Counts.

1 Tennessee, and California), and across 18 different branch offices. The departed employees  
2 were responsible for more than \$2.3 billion in annual mortgage loan origination for Caliber,  
3 which generated millions of dollars in profit annually. CrossCountry wanted to convert those  
4 offices, production, revenue, and profits to its own.

5  
6 2. CrossCountry's calculated and systematic business practices were done with  
7 the full knowledge, intention, and expectation that the former Caliber employees would—and  
8 did—violate their contractual and legal obligations owed to Caliber by soliciting other  
9 employees, misappropriating Caliber's confidential information and trade secrets, and pirating  
10 loans in process at Caliber. CrossCountry's actions were malicious and done with the  
11 intention of causing significant harm to Caliber's retail mortgage business.

12 3. For example, to effectuate the raid in the Seattle area, CrossCountry conspired  
13 with former Branch Manager Mark Everts ("Everts") and provided him with significant  
14 financial inducements to solicit other Caliber employees to resign from Caliber and defect  
15 *en masse* to CrossCountry.

16 4. In doing so—including during Everts' employment with Caliber—Everts and  
17 others, in concert with CrossCountry and for its benefit, misappropriated an extensive amount  
18 of Caliber's trade secrets and customer information and orchestrated this mass departure of  
19 Caliber's Washington State employees.  
20

## 21 PARTIES

22 5. Caliber is a mortgage brokerage firm and a limited liability corporation,  
23 incorporated under the laws of the State of Delaware with its principal place of business  
24 located in Dallas, Texas.

25 6. Caliber employs loan originators across the country to, among other things, sell  
26 its residential mortgage services to retail customers (*i.e.*, borrowers). Caliber has achieved its  
27 success in the industry by establishing a strong reputation for providing valuable services to  
28

1 its customers. Caliber has expended substantial amounts of money, time, and resources to hire  
2 employees that would build on and strengthen Caliber's reputation, and to build strong branch  
3 offices in key areas across the country.

4  
5 7. CrossCountry is a limited liability corporation organized and existing under the  
6 laws of the State of Delaware. It has its principal place of business in Brecksville, Ohio. Upon  
7 information and belief based on public filings, CrossCountry's members are citizens of Ohio.

8 8. CrossCountry is also a retail mortgage lender, and as such, is a direct  
9 competitor of Caliber. Upon information and belief, CrossCountry has branch offices across  
10 the United States.

### 11 **VENUE AND JURISDICTION**

12 9. Jurisdiction is proper pursuant to 28 U.S.C. § 1331 because Caliber has asserted  
13 a claim for statutory misappropriation of trade secrets under the *Defend Trade Secrets Act of*  
14 *2016*, 18 U.S.C. § 1836 *et seq.* The Court has supplemental jurisdiction over Caliber's state  
15 law claims pursuant to 28 U.S.C. § 1367 because Caliber's other claims are so related to  
16 Caliber's federal claims that they form part of the same case or controversy under Article III  
17 of the United States Constitution.

18 10. Venue is proper in the United States District Court for the Western District of  
19 Washington because CrossCountry does business in this judicial district, many of the  
20 transactions and occurrences giving rise to this litigation occurred in this judicial district, and  
21 Caliber suffered harm in this judicial district.

### 22 **FACTS SUPPORTING CALIBER'S CAUSES OF ACTION**

#### 23 **A. CALIBER'S BUSINESS AND THE DEPARTED EMPLOYEES' ROLE WITH CALIBER**

24 11. Caliber is a leader in the mortgage services industry and is engaged in the  
25 business of originating, processing, underwriting, and closing of mortgage loans nationwide.  
26 Caliber engages in interstate commerce.  
27  
28

1           12. CrossCountry is a direct competitor in the mortgage services industry, offering  
2 similar services.

3           13. In an unusually short period of time, Cross Country hired upwards of  
4 80 employees from Caliber (“Departed Employees”). The Departed Employees included the  
5 following who worked in the below listed offices:  
6

7           a. Seattle, Washington

- 8                   i. Branch/Sales Manager- Mark Everts  
9                   ii. Sales Manager- Veronique (Nikki) Benson  
10                  iii. Loan Consultants- Hans Illingworth, Timothy Lauch, Michelle  
11                       Muqtadir, Melissa Medved, and Lisa Mishkin  
12                  iv. Support Staff- Arianna Reed, Nabil Muqtadir, Angela Craig, Joni Lynn  
13                       La Clair, Beth Faulkner, Jennifer Wong, and Erin McDougall

14           b. Bothell, Washington

- 15                   i. Branch Manager- Mason Buckles  
16                   ii. Loan Consultant- Duane Martin  
17                  iii. Support Staff- Carly McEachran, Jami McVicker, Meagan Bright,  
18                       Brienne Joseph, Mariko Deering, Brett Drobot, Stephanie Morrison,  
19                       Jennica Gillaspay, and Angela Munoz

20           c. Kirkland, Washington

- 21                   i. Loan Consultants- Khalisa Davies, Leigh Spearing, and Lori Johanson  
22                   ii. Support Staff- Alexandra Watkins, Heather Morris, Megan Hershgold,  
23                       Amy Stewart, Kevin Williams, and Kylie Acacio

24           d. Bellingham, Washington

- 25                   i. Branch Manager- Melanie Pysden  
26                   ii. Loan Consultant- Charlotte Pros  
27  
28

- 1                   iii. Support Staff- Jennifer Ahlbom, Kaley Stoner, and Nickole Murphy
- 2
- 3       e. Kent, Washington
- 4           i. Sales Manager- Ryan Mallory
- 5           ii. Loan Consultants- Jessica Ho, Craig Benson, Matthew Matteo, and
- 6               Aleksandr Melnik
- 7           iii. Support Staff- Nicole Losh, Jacqueline Hughes, Jacob Franich, Natasha
- 8               Davila, Ashley Lund, Christopher Post, Matthew Souto, and Janet Auh
- 9       f. Issaquah, Washington
- 10           i. Branch Manager- James Vann
- 11           ii. Sales Manager- Heide Green
- 12           iii. Loan Consultants- Kerry Travers ,Tony Chow, and Carol Rudd
- 13           iv. Support Staff- Taylor Barnecut, Raelena Ellison, Jacob Smith, Stacie
- 14               Lindal, Andrea Vann, Hannah Grant, Marcella Jewett, and Jacob Keil
- 15       g. Bellevue, Washington
- 16           i. Branch Manager- Casey Granston
- 17           ii. Loan Consultant- Kevin Chapman
- 18           iii. Support Staff- Paese Bautista (Processor)
- 19
- 20       h. Enumclaw, Washington
- 21           i. Sales Manager- Benjamin Craighead
- 22       i. Anacortes, Washington
- 23           i. Sales Manager- Ryan Martin
- 24           ii. Support Staff- Karen Norvell
- 25       j. Roslyn, Washington
- 26           i. Sales Manager- Stephen Jaffe
- 27
- 28

- k. Lake Oswego, Oregon
  - i. Loan Consultant- Dawn Robbins
- l. Dallas, Texas
  - i. Sales Manager- Kathleen Hays
- m. Frisco, Texas
  - i. Sales Manager- Jeannie Martin-Smith
- n. Tampa, Florida
  - i. Loan Consultant- Sandra Cardenas
- o. Bartlett, Tennessee
  - i. Sales Manager- Phillip Harkins
- p. Manteca, California
  - i. Sales Manager- Jose Villegas
  - ii. Loan Consultant- Dan Mendoza
- q. Merced, California
  - i. Loan Consultant- Julia Sanchez-Contera
- r. Stockton, California
  - i. Branch Manager- Leilani Medina
  - ii. Sales Managers- Angela Jimenez and Rodolfo Ochoa

14. In addition, on or about March 8, 2022, CrossCountry hired Jolene Hood, an Underwriting Manager for Caliber. Upon information and belief, there are others who have departed, or plan to depart, for CrossCountry.

15. Branch Managers and Sales Managers (e.g., Everts, Granston, Buckles, Craighead, Mallory, Pysden, Vann, Medina, Villegas, Martin, Benson, Green, Jaffe, Harkins, Hays, Martin-Smith, Medina, Jimenez, and Ochoa) for Caliber are responsible for originating mortgage loans for Caliber and for supervising other managers, loan originators, and/or

1 support staff. Their duties include oversight of branch operations, business growth, and  
2 recruiting loan originators.

3 16. Loan Consultants (or Loan Officers/Loan Originators) are licensed salespeople  
4 who source potential borrowers and work with borrowers directly through the lending  
5 process.

6 17. Operations staff (e.g. underwriters, processors, production assistants, closers,  
7 office administrators) and production assistants work with the Loan Consultants—and often  
8 directly with the borrowers—to prepare loan files for closing. Operations staff and  
9 production assistants are critical in the lending process.

10 18. Each of the above employees (Managers, Loan Consultants, Operations staff,  
11 and Production Assistants) play a pivotal role in Caliber's success.

12 19. The Departed Employees typically owed contractual duties, duties of loyalty,  
13 and/or fiduciary duties to Caliber. In particular, the managers who had supervisory  
14 responsibility over others had express contractual obligations.

15 **B. CROSSCOUNTRY'S MASTER PLAN FOR ITS ILLEGAL SCHEME**

16 20. CrossCountry's pre-meditated scheme directed at Caliber started in or about  
17 February 2021 when it hired Martin-Smith in Texas. In March 2021, CrossCountry then hired  
18 Hays, also in Texas.

19 21. In July 2021, CrossCountry hired Harkins in Tennessee.

20 22. In October 2021, CrossCountry struck again, this time increasing the number  
21 of people it hired. Cross Country hired Travers, Vann, Chow, Jaffe, and Green in Washington.  
22 In November and December 2021, CrossCountry added Rudd and Pros in Washington.

23 23. Although already significant, this was only the beginning of CrossCountry's  
24 planned extensive raid of Caliber employees.

1           24. CrossCountry's methods and intentions were spelled out in connection with its  
2 hiring of Mark Everts. On December 3, 2021, Everts described the framework for Scott  
3 Foreman, Executive Vice President of CrossCountry, for recruiting and bringing over teams  
4 of Caliber employees to CrossCountry (the "Master Plan") in the Northwest. A copy of the  
5 email between Everts and Foreman is attached hereto as **Exhibit "A."**

6           25. According to the Master Plan:

7           a. Everts would "set up an office and get it staffed with at least 4 to 8 top  
8 producers."

9           i. Everts specifically identified Illingworth and Muqtadir.

10           ii. Demonstrating that the recruiting and solicitation had already occurred,  
11 Everts commented about Muqtadir that "she is having more hesitations  
12 (according to Hans) – but she is loyal to me and would sure jump if she  
13 knew I was on board."

14           b. Everts described four other "LCs" who were "loyal" to him, and provided  
15 Foreman with information about their production and personal status.

16           c. Everts then commented "[t]here are others."

17           d. Everts concluded by informing CrossCountry that he would need significant  
18 financial inducement from CrossCountry because "any offer received to leave  
19 would have to so outweigh the offer to stay that it makes sense to go thru the  
20 rig-a-ma-roll . . . of uprooting my team and going elsewhere."

21           26. Upon information and belief, CrossCountry had similar interactions about  
22 financial inducements and hiring strategies with other Departed Employees.

23           27. With the Master Plan in place, on or around December 16, 2021, CrossCountry  
24 provided Everts with an offer letter that included a sign on bonus of \$1,000,000 and an  
25 additional volume bonus of \$500,000 if his branch (*i.e.*, those he brings with him from  
26  
27  
28



1 Caliber) achieves \$600 million in loan origination. A copy of the offer letter for Everts is  
2 attached hereto as **Exhibit “B.”**

3 28. Everts signed the CrossCountry offer letter on December 19, 2021.

4 29. CrossCountry offered Everts the \$1.5 million in bonuses as an inducement for  
5 Everts to violate his obligations to Caliber and “uproot” his team, as he explained in the  
6 Master Plan.

7 30. After signing the CrossCountry offer letter, Everts remained at Caliber—  
8 without notifying any of his supervisors—for nearly three more weeks.

9 31. No doubt, Everts used that time working on the “rig-a-ma-roll” of “uprooting  
10 his team” and taking them to CrossCountry as planned. Everts—and the others he was  
11 recruiting—also used that time to misappropriate Caliber’s confidential information, in  
12 particular extensive amounts of borrower information for use at (and by) CrossCountry.

13 32. The next phase of the raid—as laid out in the Master Plan—started on  
14 January 7, 2022 when Illingworth resigned to join CrossCountry. Illingworth now works for  
15 CrossCountry as a Regional Manager in Bothell, Washington.

16 33. On January 10, 2022, Everts, Muqtadir, and Lauch resigned to join  
17 CrossCountry.

18 a. Everts now works for CrossCountry as a Regional Vice President in Bothell,  
19 Washington;

20 b. Muqtadir now works for CrossCountry as a Branch Manager in Bothell,  
21 Washington;

22 c. Lauch now works for CrossCountry as a Mortgage Adviser in Seattle,  
23 Washington;

24 34. On January 11, 2022 (one day after he resigned), Everts emailed Caliber  
25 employee Danny To (a high producing Loan Officer)—at his personal email address—  
26  
27  
28

1 soliciting Mr. To to leave Caliber and join CrossCountry. In the email, Everts attempted to  
2 induce Mr. To to leave Caliber for CrossCountry with reference to a \$400,000 sign on bonus.  
3

4 35. As it played out, the Master Plan grew extensively. Soon after:

5 a. On January 14, Robbins resigned to join CrossCountry in Oregon.

6 i. Robbins now works for CrossCountry as a Branch Manager in  
7 Scottsdale, Arizona.

8 b. On February 4, 2022, Cardenas resigned to join CrossCountry.

9 i. Cardenas now works for CrossCountry as a Sales Manager in Naples,  
10 Florida.

11 c. On February 11, 2022, Granston resigned to join CrossCountry.

12 i. Granston now works for CrossCountry as a Regional Vice President in  
13 Bellevue, Washington.

14 d. On February 14, 2022, Buckles resigned to join CrossCountry.

15 i. Buckles now works for CrossCountry as a Regional Vice President in  
16 Bellevue, Washington.

17 e. On February 15, 2022, Craighead resigned to join CrossCountry.

18 i. Craighead now works for CrossCountry as a Senior Loan Officer in  
19 Bellevue, Washington.

20 f. On February 18, 2022, Davies and Johanson resigned to join CrossCountry.

21 i. Davies now works for CrossCountry as a Regional VP in Bellevue,  
22 Washington.

23 ii. Johanson now works for CrossCountry as a Senior Loan Officer in  
24 Bellevue, Washington.  
25  
26  
27  
28

- 1 g. On February 25, 2022, Medved resigned to join CrossCountry.  
2 i. Medved now works for CrossCountry as a Loan Officer in Bothell,  
3 Washington.  
4
- 5 h. On February 28, 2022, Mallory, Ho, and Craig Benson resigned to join  
6 CrossCountry.  
7 i. Mallory now works for CrossCountry as a Regional Vice President in  
8 Bellevue, Washington.  
9 ii. Ho now works for CrossCountry as a Loan Originator in Bellevue,  
10 Washington.  
11 iii. Craig Benson now works for CrossCountry as a Branch Manager in  
12 Bellevue, Washington.
- 13 i. On March 2, 2022, Chapman resigned to join CrossCountry.  
14 i. Chapman now works for CrossCountry as a Loan Officer in Bellevue,  
15 Washington.  
16
- 17 j. On March 3, 2022, Melnik resigned to join CrossCountry.  
18 i. Melnik now works for CrossCountry as a Loan Originator in Bellevue,  
19 Washington.  
20
- 21 k. On March 4, 2022, Matteo resigned to join CrossCountry.  
22 i. Matteo now works for CrossCountry as a Loan Officer in Bellevue,  
23 Washington.
- 24 l. On March 7, 2022, Mishkin and Martin resigned to join CrossCountry.  
25 i. Mishkin now works for CrossCountry as a Senior Loan Officer in  
26 Bothell, Washington.  
27 ii. Martin now works for CrossCountry as a Loan Officer in Bellevue,  
28 Washington.

- 1 m. On March 11, 2022, Veronique (Nikki) Benson resigned to join CrossCountry.  
2 i. Nikki Benson now works for CrossCountry as a Branch Manager in  
3 Bellevue, Washington.  
4
- 5 n. On March 16, 2022, Spearin resigned to join CrossCountry.  
6 i. Spearin now works for CrossCountry as a Loan Officer in Bellevue,  
7 Washington.  
8
- 9 o. On March 22, 2022, Pysden resigned to join CrossCountry.  
10 i. Pysden now works for CrossCountry as a Senior Loan Officer / Sales  
11 Manager in Bellevue, Washington.  
12 ii. Pysden brought a team of people with her (see below).  
13
- 14 p. On April 1, 2022, Ryan Martin resigned to join CrossCountry.  
15 i. Martin now works for CrossCountry as a Loan Officer in Bellevue,  
16 Washington.  
17
- 18 q. On April 18, 2022, Medina, Villegas, Mendoza, Sanchez-Contrera, Jimenez,  
19 and Ochoa resigned to join CrossCountry.  
20 i. Medina now works for CrossCountry as a Branch Manager in Modesto,  
21 California.  
22 ii. Villegas now works for CrossCountry as a Loan Officer in Modesto,  
23 California.  
24 iii. Mendoza now works for CrossCountry as a Loan Officer in Modesto,  
25 California.  
26 iv. Sanchez-Contera now works for CrossCountry as a Loan Officer in  
27 Modesto, California.  
28 v. Jimenez now works for CrossCountry as a Loan Officer in Modesto,  
California.

1 vi. Ochoa now works for CrossCountry as a Loan Officer in Modesto,  
2 California.

3 36. The above does not include the support staff—over 40 employees—who  
4 resigned along with the producers with whom they worked. Essentially, upon information and  
5 belief, CrossCountry had the producers solicit and recruit their support teams to ensure a  
6 smooth transition.  
7

8 37. For example, in connection with her departure, Pysden, using her Caliber email  
9 and contact list (hundreds, if not thousands of contacts), boldly sent a solicitation email on  
10 behalf of CrossCountry and provided new contact information. The solicitation email makes  
11 clear Pysden orchestrated the departure of her entire “team” in violation of her non-  
12 solicitation obligations (which CrossCountry knew about). Pysden wrote:

13 The Pysden Team will be leaving Caliber Home Loans to join  
14 Cross Country Mortgage this week.

15 I’ve accepted a Branch Manager position with Cross Country  
16 Mortgage and in doing so we will be able to focus on what  
17 matters most to us as a team, YOU. This new role offers me  
18 oversight on all facets including underwriting and interest rate  
pricing, meaning we’ll be more efficient and competitive than  
ever!

19 My entire team is joining me, and we have a dialed-in plan to  
20 make the transition as seamless as possible. Our goal is limited  
disruption and impact to our valued clients and business  
partners while we move quickly to get things up and running.  
21 I apologize for the abrupt nature of this notice... Unfortunately,  
22 our industry operates as such that when a decision to separate  
is made, we have zero lead time or traditional “2 weeks’  
23 notice”.

24 While this is a bittersweet decision having worked at Caliber for  
the past 9 years, it’s the right move and ultimately done in  
25 service of you and all of our valued business partners and  
clients.  
26

27 By making this move we will be expanding our available  
programs, including true bridge financing and custom  
28 construction loans. All while offering improved interest rates!

1 We look forward to continuing our relationship with you in our  
2 new chapter.

3 Our new email address is PysdenTeam@MyCCMortgage.com  
4 and will be active on March 23, 2022.

5 In the meantime, please feel free to call us at (360) 305-7488  
6 and we would be happy to address any questions you may have.  
I look forward to reconnecting very soon!

7 Please stay tuned,  
8 Melanie Pysden

9 The Pysden Team

10 D 360.305.7488  
11 F 425.818.4823  
12 E PysdenTeam@MyCCMortgage.com

13 **C. CALIBER’S RESTRICTIVE COVENANT AGREEMENTS**

14 38. To protect its legitimate business interests and in exchange for valuable  
15 consideration, Caliber generally requires its sales employees to execute restrictive covenant  
16 agreements in favor of Caliber that prohibit employees from (1) soliciting Caliber employees  
17 to end their employment with Caliber; (2) removing loans in process at Caliber; and  
18 (3) retaining, using, or disclosing Caliber’s confidential business information.

19 39. Many of the Departed Employees were subject to one or more of the following  
20 agreements: (1) *Caliber Home Loans, Inc. Non-Solicitation, Confidentiality, Non-Disclosure*  
21 *and Previous Employer (prior to Cobalt) Obligations Policy & Attestation for Transitioning*  
22 *Cobalt Mortgage Loan Originators (MLOs), Sales Managers (SMs), and Branch Managers*  
23 *(BMs) (“Agreement for MLOs, SMs, and BMs”), (2) Caliber Home Loans, Inc. Non-*  
24 *Solicitation, Confidentiality, Non-Disclosure and Previous Employer (prior to Cobalt)*  
25 *Obligations Policy & Attestation for Cobalt Transitioning Production Partners and Mortgage*  
26 *Loan Originator Assistants (“Agreement for PPs and MLOAs”), (3) Caliber Home Loans,*  
27 *Inc. Employee Confidentiality and Non-Solicitation Policy (“Confidentiality and Non-*  
28

Solicitation Agreement”), and (4) *Company Terms and Conditions For Variable Pay Plans* (“Variable Pay Plans Agreement”).

40. Specifically, with regard to the prohibition on solicitation of employees, the Agreement for MLOs, SMs, and BMs states:

**Non-Solicitation:** During employment and for a period of one year after employment with the Company ends, you will not directly, separately or in association with others, interfere with, impair or damage the Company’s business by soliciting or encouraging any of the Company’s employees to discontinue their employment with the Company. For Mortgage Loan Originators, Sales Managers, and Producing Branch Managers, this restriction does not apply to members of your personal production team.

41. Everts, Muqtadir, Buckles, Illingworth, Johanson, and Pysden (among others) are subject to the non-solicitation provision set forth in the Agreement for MLOs, SMs, and BMs.

42. The Agreement for PPs and MLOAs states:

**Non-Solicitation of Employees, Consultants and Independent Contractors:** In order to protect and preserve the Company’s Confidential Materials, and Company’s significant investment in developing its business, you agree that commencing as of your employment date for a period of two years following your termination of employment with the Company, you shall not, directly or indirectly, separately or in association with others, interfere, disrupt or damage Company’s business by soliciting, hiring, recruiting, attempting to recruit, or causing or assisting in the recruitment of any employee, consultant or exclusive independent contractor of Company who has served in any such capacity at any time within the twelve (12)-month period immediately prior to your separation from employment, for employment with another person or entity. This restriction applies regardless of the reason for separation of employment.

43. Davies and Lauch (among others) are subject to the non-solicitation provision set forth in the Agreement for PPs and MLOAs.

44. The Confidentiality and Non-Solicitation Agreement states:

**Non-Solicitation.** During employment and for a period of one year after employment with the Company ends, Employees will not knowingly, either directly, separately or in association with others, interfere with, impair or damage the Company's business by soliciting or encouraging any of the Company's employees with whom the Employees worked or who were in the same department of the Company, or knowingly causing others to solicit or encourage any of those employees to discontinue their employment with the Company.

45. Granston, Mallory, and Medved (among others) are subject to the non-solicitation provision set forth in the Confidentiality and Non-Solicitation Agreement.

46. Moreover, Granston, Craighead, Mallory, Davies, Buckles, and Pysden (among others) are subject to the Variable Pay Plans Agreement, which also has a non-solicitation provision:

**Non-Solicitation:** In consideration of participating in the Plan, the Participant specifically agrees that during employment and for a period of one year after employment with the Company ends, unless stated otherwise within Participant's agreement, Participant will not, either directly, separately or in association with others, interfere with, impair or damage the Company's business by soliciting or encouraging any of the Company's employees with whom the Participant worked or who were in the same department of the Company, or causing others to solicit or encourage any of those employees to discontinue their employment with the Company.

47. With regard to the prohibition on removing loans, the Agreement for MLOs, SMs, and BMs, Agreement for PPs and MLOAs, and the Confidentiality and Non-Solicitation Agreement typically (the language is not in Granston's agreement) include a provision stating that:

Conversion or removal of active loans in process with Caliber at your time of termination is prohibited.



1           48. With regard to the prohibition on the use and disclosure of Caliber's  
2 confidential information, the Agreement for MLOs, SMs, and BMs and the Agreement for  
3 PPs and MLOAs state:  
4

5           **Confidentiality:** You acknowledge, understand and agree that  
6 all "Confidential Material," as defined below, is the exclusive  
7 and confidential property of the Company which shall at all  
8 times be regarded, treated and protected as such in accordance  
9 with this Section 2/3. You acknowledge that all such  
10 Confidential Material is in the nature of a trade secret. For  
11 purposes of this Policy, "Confidential Material" means  
12 information, documents, materials, data, and other information  
13 that is available to or used in your business/by you and (a) is  
14 proprietary to, about or created by the Company, (b) gives the  
15 Company a competitive business advantage or the opportunity  
16 of obtaining such advantage or the disclosure of which would  
17 be detrimental to the interests of the Company, or (c) is  
18 designated as Confidential Material by the Company, is known  
19 by you to be considered confidential by the Company, or from  
20 all the relevant circumstances should reasonably be assumed by  
21 you to be confidential and proprietary to the Company.

22           ...

23           Upon termination of employment, you shall promptly deliver to  
24 Company (or its designee) all written materials, records,  
25 software and documents made by you or which came into your  
26 possession prior to or during your employment, concerning the  
27 business and affairs of Company, including, without limitation,  
28 all materials containing Confidential Material.

49. The Confidentiality and Non-Solicitation Agreement (which, for example,  
Granston, Mallory, and Medved are subject to), states:

**Confidential and Proprietary Information and Data.** All  
non-public confidential information relating to the Company's  
operations, procedures, methods, pricing, customers,  
employees, contractors, vendors, investors, lenders, financial  
condition, or results of operations, and any other non-public  
information relating to the Company acquired during  
employment with the Company does and shall constitute  
valuable, proprietary and confidential information of the

1 Company, and shall not either during or after employment, be  
2 disclosed to any third party or used for one's own advantage or  
3 the advantage of any third party, except in connection with the  
4 performance of duties and responsibilities as an employee of the  
5 Company....Upon termination of employment with the  
6 Company, Employees must return the originals and any copies  
7 of confidential information provided by the Company.

8 50. The Agreements were reasonable and necessary to protect Caliber's legitimate  
9 business interests, including, among other things, its Confidential Information (defined  
10 below), its goodwill, its office stability, and its customer relations.

11 51. The Agreements were and/or are in full force and effect at all times material,  
12 including at the time the Departed Employees violated their obligations.

13 **D. CALIBER PROTECTS ITS CONFIDENTIAL INFORMATION**

14 52. Caliber has spent significant time, effort, and money to develop, acquire,  
15 maintain, and protect its confidential and proprietary business information, including  
16 customer/prospect names and contact information, confidential and proprietary information  
17 provided to Caliber by customers during the lending process (as described below) and/or other  
18 third parties; and non-public employee information (the Caliber "Confidential Information").

19 53. For example, during the lending process, customers provide Caliber with  
20 highly sensitive private information, including bank records, credit information, social  
21 security numbers, and other financial and personal information. Customers have an  
22 expectation that Caliber will maintain the confidentiality of that information, and Caliber is  
23 required by industry laws and regulations to protect that confidentiality. Maintaining the  
24 confidentiality of customer information is critical to maintaining Caliber's goodwill and trust  
25 with its customers and reputation within the industry. When a customer's confidential  
26 information is compromised, it significantly harms Caliber's goodwill and trust with its  
27 customers and reputation within the industry.  
28

1           54. Caliber's Confidential Information is among its most valuable assets, provides  
2 Caliber with a competitive advantage, and would be very valuable to a competitor.

3           55. Caliber's interest in protecting its Confidential Information is critical in that,  
4 among other things:

- 5           a. Caliber utilizes its "pipeline" and other customer information to service its  
6 existing customers and to identify potential customers, referral sources, and  
7 other business opportunities nationwide. The "pipeline" typically includes,  
8 among other things, the names, loan numbers (if assigned), loan application  
9 details, credit information, and other personal financial information of  
10 customers at all stages of the loan origination process, from first contact  
11 through funding. Caliber considers that highly confidential customer  
12 information;
- 13           b. Caliber is required by law to maintain the confidentiality of its customer's  
14 private information (*e.g.*, social security numbers, bank account, and other  
15 financial information);
- 16           c. Caliber spends a substantial amount of money and resources to advertise its  
17 services and the Confidential Information allows Caliber to identify advertising  
18 opportunities; and
- 19           d. Caliber utilizes its trade secrets in interstate commerce to originate process,  
20 underwrite, close, fund, and service mortgage loans throughout the United  
21 States where it is licensed to do business.

22           56. Caliber takes reasonable steps to protect its Confidential Information,  
23 including, among other things:

- 24           a. Requiring execution of confidentiality and non-solicitation agreements,  
25 maintaining policies and procedures for the protection and security of such  
26  
27  
28

Confidential Information (*e.g.*, policies regarding the use of Caliber’s email system), and limiting access to the Confidential Information (*e.g.*, password protection and restricted access);

- b. Providing training to all employees on protecting the confidentiality of information;
- c. Requiring employees to execute annual attestations that they have read and understood specific policies governing the protection and security of Confidential Information and employees’ responsibilities related thereto; and
- d. Protecting its offices and computer systems with physical security including locks and passwords.

57. Due to their roles in the company, in the scope of their employment Caliber entrusted the Departed Employees with extensive access to Caliber’s Confidential Information.

58. Caliber has never authorized the Departed Employees to retain, use, or disclose Caliber’s Confidential Information outside the scope of their employment with Caliber, or for their own benefit, or for the benefit of a competitor, all of which is prohibited conduct.

59. Caliber has never authorized its Confidential Information to be disclosed to CrossCountry, retained by CrossCountry, or used in connection with CrossCountry’s business.

60. Caliber’s Confidential Information—specifically the confidential customer information at issue here—is deserving of trade secret protection under the law.

**E. CALIBER SENT DEMAND LETTERS TO DEPARTED EMPLOYEES AND CROSSCOUNTRY**

61. On January 11, 2022, Caliber sent a demand letter to Everts regarding his restrictive covenants and Caliber’s concerns about his misconduct. Caliber copied CrossCountry on the letter.

1           62. On January 18, 2022, CrossCountry responded to the letter sent to Everts.  
2 CrossCountry denied “any allegation that it acted wrongfully or inappropriately in anyway.”

3           63. CrossCountry also denied that “Mr. Everts has diverted any loans or that he  
4 has recruited any Caliber employees for employment at CCM.”

5           64. CrossCountry’s denial is in direct contrast to the Master Plan Everts shared  
6 with CrossCountry’s Executive Vice President that demonstrates he had been recruiting and  
7 planned additional recruiting, as well as being contrary to Everts’ overt solicitation email to  
8 Mr. To on January 11, 2022.  
9

10          65. On January 18, 2022, Caliber initiated litigation against Everts in the Superior  
11 Court in King County, Washington (“Everts Litigation”). The Everts Litigation resulted in a  
12 Stipulated Injunction.

13          66. As CrossCountry boldly moved forward with the Master Plan, following their  
14 departures, Caliber sent cease and desist demand letters to numerous of the Departed  
15 Employees, including to (among others) Everts, Illingworth, Buckles, Granston, Muqtadir,  
16 Johanson, Mallory, Lauch, Medved, Craighead, Davies, Nikki Benson, and Pysden.

17          67. The letters attached copies of their respective Agreements and demanded the  
18 immediate return of Caliber’s confidential information. Caliber copied CrossCountry on each  
19 of the letters.  
20

21          68. None of the Departed Employees (other than Everts in the Everts Litigation)  
22 directly responded substantively, and none returned any confidential information to Caliber.

23          69. On March 15, 2022, CrossCountry—despite having hired more than 50 Caliber  
24 employees by this point—responded by stating it did not have enough information to  
25 “adequately investigate.”  
26  
27  
28

**F. CROSSCOUNTRY CAUSED THE DEPARTED EMPLOYEES TO VIOLATE THEIR AGREEMENTS AND OTHER LEGAL OBLIGATIONS OWED TO CALIBER**

70. CrossCountry was aware of, or reasonably should have been aware of, the Departed Employees restrictive covenants and other legal obligations owed to Caliber, but still encouraged and induced the Departed Employees to breach their restrictive covenants and other legal obligations owed to Caliber.

71. As evidenced by the Master Plan, CrossCountry knew that the Departed Employees had significant influence over each other with regard to joining CrossCountry. Indeed, Everts explicitly told CrossCountry's Executive Vice President that he had significant influence over other Caliber employees and could persuade them to leave Caliber for CrossCountry because they were "loyal" to him.

72. As evidenced by the Master Plan, CrossCountry also knew that the Departed Employees—particularly Everts and the other managers/supervisors—using their influence would be an effective mechanism to solicit successfully other Caliber employees to terminate their employment relationship with Caliber.

73. Upon information and belief, based on their knowledge of Caliber's employees and its Confidential Information (*e.g.*, compensation information, employee performance information, production, customer pipeline information, etc.), for months, the Departed Employees had been soliciting each other at the direction and encouragement of CrossCountry.

**G. CROSSCOUNTRY AND THE DEPARTED EMPLOYEES CONSPIRED AND ACTED IN CONCERT TO MISAPPROPRIATE CONFIDENTIAL AND TRADE SECRET INFORMATION**

74. The Departed Employees were aware of each other's improper activities and participated together in the improper activities.

75. By way of example, using their Caliber email accounts, on December 17, 2021—weeks before resigning but AFTER receiving CrossCountry's offer of employment—Everts emailed Illingworth and Muqtadir client pipeline data, which Everts described as

1 “good as it has contact info for your clients on there (you know, in case you need that for  
 2 some reason or another) ☺.” (emphasis added). The emails are described in more detail  
 3 below.

4 76. Addition examples of misappropriation include:

5 a. Everts

- 6 i. On 12/12/21, he forwarded a pipeline spreadsheet entitled “Everts-  
 7 Pipeline Draft V.4.xlsx” to his personal email account  
 8 (evertsmark@gmail.com), which contains information for 736  
 9 loans/customers including customer name, loan number, product code,  
 10 loan purpose, loan amount, interest rate, property appraisal value,  
 11 funded date, property address, customer mailing address, email address,  
 12 and phone number, realtor information, and listing agent information.  
 13 ii. On 12/17/21, Everts emailed Illingworth a pipeline spreadsheet entitled  
 14 “Seattle East-Hans.xlsx” which contains information for 430  
 15 loans/customers including loan number, Caliber  
 16 division/regional/branch, loan representative, ownership type, borrower  
 17 name, cell phone number, and email address, property address, property  
 18 type, interest rate, lien position, loan type, term, term remaining,  
 19 appraisal value, loan balance information, product name, loan purpose,  
 20 refinance purpose if applicable, and fund date. In the body of the email,  
 21 Everts said to Illingworth: “this list is good as it has contact info for  
 22 your clients on there (you know, in case you need that for some reason  
 23 or another) ☺.”  
 24 iii. On 12/17/21, Everts emailed Muqtadir a pipeline spreadsheet entitled  
 25 “Seattle East-Michelle Muqtadir.xlsx” which contains information for  
 26  
 27  
 28

465 loans/customers including loan number, Caliber division/regional/branch, loan representative, ownership type, borrower name, cell phone number, and email address, property address, property type, interest rate, lien position, loan type, term, term remaining, appraisal value, loan balance information, product name, loan purpose, refinance purpose if applicable, and fund date. In the body of the email, Everts said to Muqtadir: “this list is good as it has contact info for your clients on there (you know, in case you need that for some reason or another) ☺.”

- iv. On 12/17/21, Everts emailed two spreadsheets entitled “Eastlake Branch-All UP.xlsx” and “Seattle East-Mark Everts.xlsx” to his personal email account (evertsmark@gmail.com) and a third-party (willhowington@hotmail.com). The “Eastlake Branch” spreadsheet contains a list of 4,615 loans, including loan account number, Caliber division/region/branch, loan representative, ownership type, borrower information, property type, rate, lien position, loan type, length of term, term remaining, appraisal value, and product. The “Seattle East” spreadsheet contains a list of 321 loans, including loan account number, Caliber division/region/branch, loan representative, ownership type, borrower information, property type, rate, lien position, loan type, length of term, term remaining, appraisal value, and product name.
- v. On 12/19/21, Everts forwarded five attachments to his personal email account (evertsmark@gmail.com) with the subject line of the email being “scripts.” The five attachments consist of prior emails with scripts/templates for completing a loan application, explaining closing



1 costs and reserves, and explaining other steps of the loan process to  
2 customers.

3 vi. On 12/19/21, Everts forwarded three spreadsheets entitled “A Agents  
4 Current as of 09.08.21.csv,” “B Agents Current as of January  
5 2020.csv,” and “C Agents Current as of January 2020.csv” to his  
6 personal email account (evertsmark@gmail.com) which contain  
7 information relating to 91 agents including name, job title, address,  
8 phone number, email address, and agent’s company.

9 vii. On 12/21/21, Everts forwarded 15 attachments to his personal email  
10 account (evertsmark@gmail.com). The attachments consist of email  
11 exchanges with Caliber customers.

12 viii. On 1/5/22, Everts forwarded a spreadsheet entitled “AMP DTC  
13 Borrower Benefit Report-Everts.xlsx” to his personal email account  
14 (evertsmark@gmail.com) containing loan account information for 101  
15 loans, including borrower names, addresses, phone numbers, email  
16 addresses, loan type, and interest rate.

17  
18 b. Buckles

19 i. On 1/25/22, Buckles forwarded 32 documents to his personal email  
20 account (mason\_buckles@hotmail.com). The documents contain  
21 templates for servicing mortgage loans (e.g., lender introduction script,  
22 rate lock offer script, post funding follow up script, 203k loan script).

23 ii. On 2/5/22, Buckles forwarded 14 documents to his personal email  
24 account (mason\_buckles@hotmail.com) with the subject line  
25 “Marketing Campaign Main.” The documents appear to be tracking  
26 gifts to customers and consist of various spreadsheets containing  
27  
28

customer/loan information including customer name, funded date, loan purpose, property address, and loan number.

iii. On 2/5/22, Buckles forwarded an email with the subject line ““VIP” Clients” to his personal email account (mason\_buckles@hotmail.com).

The email lists Caliber clients that consistently refer Buckles to other potential customers.

iv. On 2/12/22, Buckles forwarded to his personal email account (mason\_buckles@hotmail.com) email threads for four active customers. The emails contain customer information including loan amount, interest rate, customer’s assets and liabilities, income, and FICO scores.

v. On 2/12/22, Buckles emailed 10 different customers with the subject line “Hoping to connect ASAP.” In each email, Buckles asked if he could “set up a time ASAP to chat...I have some update I need to share and want to make sure we connect in order to give you all the details.” Upon information and belief, Buckles arranged these calls with Caliber customers to solicit their business and divert their loans to CrossCountry.

c. Granston

i. On 2/10/22, Granston forwarded a spreadsheet entitled “Granston Pipeline.xlsx” to his personal email account (caseygranston@me.com).

The spreadsheet has 10 sheets labeled: “Current Pipeline,”

“Preapprovals,” “Awesome Nossum,” “Top 40 Realtors,” “Closed

Pipeline,” “Lead Tracker-2017,” “Lead Tracker-2018,” “Lead Tracker-

2019,” “Lead Tracker-2020,” and “Lead Tracker-2021.” The Lead

Tracker sheets contain information related to referral sources, including name, job, number of leads, closed leads, active leads, volume funded, and lead names still available. The Lead Tracker sheets also contains year-end numbers including phone calls made, face to face meetings, purchase volume, leads, and closed loans. The Closed Pipeline sheet contains information for 1,012 customers/loans, including customer name, property purpose, loan type, close date, purchase or refinance, loan amount, referral source, seller's agent, listing agent, and rate. The Preapprovals sheet contains information for 167 customers, including name, referral source, purchase price, down payment, date started, date last checked in with customer, customer's phone number, and specific notes for each. The Current Pipeline sheet contains information for 7 customers, including name, close date, selling agent, listing agent, date disclosures sent, date disclosures signed, appraisal ordered date, date submitted to underwriting, date appraisal received, initial approval date, funded date, loan amount, purchase price, and loan type.

d. Illingworth

- i. On 12/20/21, Illingworth forwarded the pipeline spreadsheet entitled "Seattle East-Hans.xlsx" from Everts to his personal email account (chancechillingsworth@gmail.com).
- ii. On 12/20/21, Illingworth forwarded two Caliber PowerPoint documents entitled "NW Top Performance November 2021.pptx" and "PSW Top Performance November 2021.pptx." and one spreadsheet entitled "October 2021 Monthly Lender Ranking.xlsx" to his personal email account (chancechillingsworth@gmail.com). The PowerPoints

1 contain information related to Caliber's top performers including  
2 funding dollars individually and funding dollars per branch. The  
3 spreadsheet contains information for approximately 10,400 lenders  
4 throughout Arizona, California, Colorado, Nevada, New Mexico,  
5 Oregon, Utah, and Washington, including rank by volume based on  
6 county, lender name, number of closings, market share by closings,  
7 total volume, and market share by volume.  
8

- 9 iii. On 12/23/21, Illingworth forwarded a spreadsheet entitled "Agent  
10 History.xlsx" to his personal email account  
11 (chancechillingsworth@gmail.com). The spreadsheet contains  
12 information for 99 customers/loans, including name, address, buyer's  
13 agent, agent's company, phone number, and email address, listing  
14 agent, list agent's company, phone number, and email address.  
15 iv. On 12/23/21, Illingworth forwarded 10 documents, including  
16 spreadsheets, to his personal email account  
17 (chancechillingsworth@gmail.com) containing information about  
18 servicing jumbo loans. One of the documents entitled "Caliber jumbo  
19 comparison.pdf" shows the difference between three Caliber jumbo  
20 loan products. Another document entitled "Jumbo comparison  
21 10.8.pdf" identifies the Caliber "Jumbo Program Matrix."  
22 v. On 12/29/21, Illingworth forwarded a spreadsheet entitled "Hans.xlsx"  
23 to his personal email account (chancechillingsworth@gmail.com)  
24 which contains information of 103 customers/loans including customer  
25 name, address, phone number, email address, loan type, original value,  
26  
27  
28

1                   unpaid principal balance, loan to value, interest rate, lead event date,  
2                   lead event category, and lead event.

3                   vi. On 1/7/22, Illingworth sent an email with the subject line “Surveys” to  
4                   his personal email account (chancechillingsworth@gmail.com)  
5                   attaching 36 documents. The documents consist of survey responses  
6                   from Caliber customers containing customer information including  
7                   customer name, email address, and transaction ID number.  
8

9                   e. Johanson

10                   i. On 2/15/22, Johanson sent an email to her personal email account  
11                   (lorijohanson22@gmail.com) attaching 10 documents, including a  
12                   spreadsheet entitled “Copy of TBD List.xlsx.” The spreadsheet  
13                   contains information of 33 customers/potential customers, including  
14                   name, email address, and home address.  
15                   ii. On 2/18/22, Johanson sent an email to her personal email account  
16                   (lorijohanson22@gmail.com) attaching six spreadsheets entitled  
17                   “LoriAddresses.csv” (lists over 400 contacts), “Real Estate Agents  
18                   2020.csv” (lists over 30 real estate agents), “agentsclients.csv”  
19                   (identifies over 40 agents and clients), “excelVIP.xlsx” (lists more than  
20                   400 customers including each customers’ name, address, email address,  
21                   phone number, funded date, loan type, loan purpose, interest rate, loan  
22                   number, and loan amount), “lori johanson data base 2019.xlsx” (lists  
23                   more than 400 customers including the customers’ name, address,  
24                   email address, phone number, funded date, loan type, loan purpose,  
25                   interest rate, loan number, and loan amount), and the “Copy of TBD  
26                   List.xlsx” spreadsheet discussed above.  
27  
28

1 f. Lauch

- 2 i. On 12/22/21, Lauch sent an email to his personal email account  
3 (timlauch@gmail.com) attaching two spreadsheets entitled “Partner  
4 Tracking.xlsx” and “Tim Client List.xlsx.” The “Partner Tracking”  
5 spreadsheet contains six sheets as follows: “Partners” (contains list of  
6 62 agents and their email address, office address, and phone number);  
7 “VIP Home Address” (contains list of 8 agents and their contact  
8 information); “Prospects” (lists six names); “Leads” (lists five names,  
9 date each was last contacted, and referral source); “Preapprovals” (lists  
10 two names); and “Partners Holiday 21” (lists 57 agents and their  
11 contact information). The “Tim Client List” spreadsheet contains  
12 information of 400 customers/loans including customer name, email  
13 address, spouse’s name, mailing address, phone number, date of birth,  
14 spouse’s date of birth, referral source, and loan anniversary date.  
15  
16 ii. On 12/23/21, Lauch emailed a zip file entitled “Q4 2021” to his  
17 personal email account (timlauch@gmail.com). The zip file includes  
18 72 spreadsheets. Each spreadsheet is for a different customer and  
19 includes detailed loan and mortgage information (loan amount, down  
20 payment, sales price, monthly payment, and property taxes).  
21  
22 iii. On 12/28/21, Lauch sent an email to his personal email account  
23 (timlauch@gmail.com) attaching a pipeline spreadsheet entitled “TL  
24 Pipeline Report 2021.xlsx,” which contains information of  
25 approximately 150 customers, including name, loan program, loan  
26 amount, referral source, and appraisal status.  
27  
28

iv. On 1/6/22, Lauch sent an email to his personal email account (timlauch@gmail.com) attaching a zip file entitled Q3 2021. The zip files includes 75 spreadsheets. Each spreadsheet is for a different customer and includes detailed loan and mortgage information (loan amount, down payment, sales price, monthly payment, and property taxes).

g. Mallory

i. On 2/19/21, Mallory forwarded an email to his personal email account (ryan.m.mallory@gmail.com) attaching a spreadsheet entitled "Project Pipeline.pdf." The spreadsheet contains information relating to action items and status of same.

ii. On 2/19/22, Mallory sent an email to the email address janet.u.auh@gmail.com attaching 32 documents, including an intake template, refinance script, current client referral script, sale meeting outline, Team Mallory Deck, and a spreadsheet entitled "YTD TOP AGENTS.xlsx," which contains information of approximately 125 agents including their volume in dollars for the years 2016 through 2021, number of leads, and includes volume in dollars by agent office for 2021.

h. Muqtadir

i. On 12/6/21, Muqtadir forwarded a spreadsheet entitled "Michelle 2014 – May 2021.xlsx" to her personal email account (michelle.muqtadir@gmail.com). The spreadsheet contains information for approximately 702 customers/loans including loan number, Caliber division/region/branch, product name and subgroup, borrower name

1 and contact information, lock date, funded date, loan type, purpose  
2 type, property address, customer's mailing address, interest rate, realtor  
3 information, listing agent's information, concession amount, estimated  
4 closing date, relock date, approval date, lead source, FICO score, and  
5 appraisal value.

6  
7 ii. On 12/17/21, Muqtadir forwarded the pipeline spreadsheet entitled  
8 "Seattle East-Michelle Muqtadir.xlsx" sent to her by Everts.

9 iii. On 1/3/22, Muqtadir forwarded a spreadsheet to her personal email  
10 account (michelle.muqtadir@gmail.com) entitled "Copy of Cancelled  
11 and Credit Inquiry for last 6 months." The spreadsheet contains  
12 information of 57 individuals/customers including last 4 digits of social  
13 security number, address, and credit pull status.

14 iv. On 1/6/22, Muqtadir emailed a prospective customer advising him to  
15 gather documents for the mortgage process but to wait until the  
16 following week to send her anything (Muqtadir resigned on 1/10/22).

17 i. Medved

18 i. On 1/11/22, Medved sent an email to her personal email account  
19 (mvmedved@gmail.com) attaching six documents, including two  
20 spreadsheets entitled "COMMISSION PIPELINE.xlsx" and  
21 "MELISSA AGENTS.xlsx." The "COMMISSION PIPELINE"  
22 spreadsheet contains customer/loan information for each month from  
23 January 2016 through January 2022 (73 months total) including loan  
24 number, borrower name, loan amount, reason for loan, closing date,  
25 loan type, and commission due. Also included in the spreadsheet are  
26 year-end totals showing volume and units per month and year totals.  
27  
28



1 The “MELISSA AGENTS” spreadsheet contains information of  
2 14 agents and their contact information.

- 3  
4 ii. On 1/11/22, Medved sent an email to her personal email account  
5 (mvmedved@gmail.com) attaching four documents, including a  
6 spreadsheet entitled “Copy of Closed Loans Ron Howard  
7 092116.xlsx,” which contains a list of approximately 230 customers  
8 whose loan representative was Ron Howard and the customer’s name,  
9 loan amount, rate, closing date, loan type, purpose, and property  
10 address. Also attached is a spreadsheet entitled “Copy of Ron Howard  
11 Closed Loans 022216.xlsx,” which contains a list of the same  
12 information for approximately 400 customers whose loan  
13 representative was Ron Howard.
- 14 iii. On 1/14/22, Medved sent an email to her personal email account  
15 (mvmedved@gmail.com) attaching a spreadsheet entitled “Master list  
16 01.14.2022.xlsx.” This spreadsheet contains information of  
17 approximately 530 customers/loans including the customer’s name,  
18 loan amount, type, rate, property address, realtor information, and  
19 listing agent information.  
20

21 77. Upon information and belief, the Departed Employees misappropriated the  
22 above-described confidential information acting in concert with CrossCountry and with its  
23 knowledge and approval, if not with its specific direction.

24 78. Upon information and belief, the Departed Employees have used the  
25 misappropriated information on behalf of, and for the benefit of, CrossCountry.

26 79. Moreover, Caliber believes that the misappropriated confidential information is  
27 in CrossCountry’s possession and control and resides on its electronic systems.  
28

1           80. As an example, a borrower with a loan in process at Caliber had their credit  
2 pulled by CrossCountry without authorization. One of the Departed Employees, Nikki  
3 Benson, had been working on the loan at Caliber.

4           81. As reported to Caliber, someone from CrossCountry (on Nikki Benson's team)  
5 reached out to the borrower and asked the borrower to switch over to use CrossCountry for  
6 the loan. The borrower did not know how CrossCountry got her information as the borrower  
7 had only filled out an application with Caliber and was not comfortable using any other  
8 lender.

9           82. The additional unauthorized and unnecessary credit pull caused confusion to  
10 the borrower, could have a negative impact on the borrower, and had a negative impact on  
11 Caliber's reputation that a former employee had retained and used a borrower's confidential  
12 information without authorization.

13  
14 **H. CALIBER HAS LOST SIGNIFICANT REVENUE AS A RESULT OF THE ILLEGAL**  
15 **ACTIVITY**

16           83. The Departed Employees (combined) were responsible for generating more  
17 than \$2.3 billion in annual loan origination for Caliber and millions of dollars in profit for  
18 Caliber.

19           84. Caliber had a reasonable expectation of receiving those profits on an annual  
20 basis.

21           85. In addition, prior to enacting the Master Plan, CrossCountry had little market  
22 presence in the Pacific Northwest.

23           86. CrossCountry wanted to convert that market presence, production, revenue,  
24 and profits to its own.

25           87. To achieve its goal, as demonstrated by Everts' offer of employment,  
26 CrossCountry used significant financial incentives to induce the Departed Employees to  
27 breach their legal obligations owed to Caliber.

88. CrossCountry has not only implemented the Master Plan, but it expanded it significantly as it unfolded.

89. Upon information and belief, this is a pattern and practice by CrossCountry, which appears to have engaged in misconduct substantially similar to that described in this Complaint. As just one example, earlier this year, another competitor initiated legal action in this Court alleging that CrossCountry raided their employees who, acting at CrossCountry's direction, solicited employees and took customer lists and other confidential information. These cases bear many similarities.

89. Upon information and belief, this is a pattern and practice by CrossCountry, which appears to have engaged in misconduct substantially similar to that described in this Complaint. As just one example, earlier this year, another competitor initiated legal action in this Court alleging that CrossCountry raided their employees who, acting at CrossCountry's direction, solicited employees and took customer lists and other confidential information. These cases bear many similarities.

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90. Thus, CrossCountry apparently follows a playbook of improperly raiding its competitor's employees, conspiring with those employees to breach their fiduciary and contractual duties, and assisting those employees in removing confidential information from their employers before leaving to join CrossCountry, exactly as happened here.

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90. Thus, CrossCountry apparently follows a playbook of improperly raiding its competitor's employees, conspiring with those employees to breach their fiduciary and contractual duties, and assisting those employees in removing confidential information from their employers before leaving to join CrossCountry, exactly as happened here.

**COUNT I**  
**MISAPPROPRIATION OF TRADE SECRETS**  
**UNDER THE DEFEND TRADE SECRETS ACT OF 2016 (18 U.S.C. § 1836(b)(1))**

91. Caliber re-alleges and incorporates by reference the allegations of the preceding paragraphs as though fully set forth herein.

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91. Caliber re-alleges and incorporates by reference the allegations of the preceding paragraphs as though fully set forth herein.

92. Through its illegal actions, CrossCountry has improperly obtained, and now possesses, Caliber's Confidential Information.

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93. While employed by Caliber, the Departed Employees each obtained access to Caliber's Confidential Information, which is protectable as trade secrets.

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93. While employed by Caliber, the Departed Employees each obtained access to Caliber's Confidential Information, which is protectable as trade secrets.

94. The Confidential Information retained by the Departed Employees is related to Caliber's mortgage services that are used in or intended for use in interstate commerce.

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94. The Confidential Information retained by the Departed Employees is related to Caliber's mortgage services that are used in or intended for use in interstate commerce.

Caliber provides mortgage services throughout the United States and the customer/prospective customer information obtained by the Departed Employees relates to a substantial number of these services.

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1           95. Caliber considers this type of information items to be confidential and  
2 proprietary, and it has taken reasonable steps as part of its ongoing standard operating  
3 procedures to maintain the confidential nature of this information.  
4

5           96. The Departed Employees have utilized and are continuing to utilize Caliber's  
6 Confidential Information to remove or divert Caliber's business to a competitor. In doing so,  
7 the Departed Employees are maliciously and willfully misappropriating Caliber's  
8 Confidential Information for the benefit of CrossCountry in direct competition with Caliber.

9           97. CrossCountry directed, participated, and/or benefited from the  
10 misappropriation of Caliber's Confidential Information. Upon information and belief,  
11 Caliber's Confidential Information is now in CrossCountry's possession and on  
12 CrossCountry's systems. CrossCountry either directly instructed, or negligently permitted,  
13 such misappropriation as part of its scheme to hire Caliber's employees and pirate Caliber's  
14 customers.

15           98. In any event, CrossCountry, either directly or through its employees, now has  
16 possession of, access to, and/or control over Caliber's trade secrets.

17           99. At all times material, CrossCountry knew, or should have known, that  
18 Caliber's Confidential Information is deserving of trade secret protection under the Defend  
19 Trade Secrets Act, inasmuch as:  
20

- 21           a. Caliber invested substantial resources to create, develop, compile, and  
22 maintain this information;
- 23           b. The information derives actual and potential independent economic value from  
24 not being generally known to, and not being readily ascertainable by proper  
25 means by, others;
- 26  
27  
28

- c. Caliber takes significant precautions to safeguard the confidentiality of this information, including but not limited to requiring its employees to execute confidentiality agreements and other restrictive covenants;
- d. The information cannot be replicated, compiled, or recreated by a competitor without substantial time, effort, and expense; and
- e. Caliber's Confidential Information is of significant value to Caliber and is extremely important in the conduct of its business, and would be extremely valuable to CrossCountry, a competitor.

100. As a result of CrossCountry's misappropriation and use of Caliber's Confidential Information, CrossCountry has violated the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1836(b)(1)).

101. CrossCountry's actions towards Caliber were willful, wanton, and malicious.

102. As a direct and proximate result of CrossCountry's violation of the Defend Trade Secrets Act of 2016, Caliber has and will continue to suffer great economic injury and loss, all to the direct gain of CrossCountry.

103. Caliber respectfully requests judgment in its favor, and against CrossCountry, for economic damages in an amount to be proven at trial, together with costs of suit and attorney's fees, as well as any other remedies the Court deems appropriate, as set forth in its Prayer for Relief.

## **COUNT II**

### **CONVERSION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

104. Caliber re-alleges and incorporates by reference the allegations of the preceding paragraphs as though fully set forth herein.

105. Caliber had a legitimate and reasonable expectation that its employees would maintain the confidential nature of its Confidential Information.

107. To the extent any of Caliber's Confidential Information does not rise to the level of trade secret protection, CrossCountry is liable for the wrongful conversion of Caliber's confidential and proprietary materials.

108. CrossCountry's actions toward Caliber were willful, wanton, and malicious.

109. By virtue of the foregoing conduct, CrossCountry has knowingly and willfully violated Caliber's legal rights, and, as a direct and proximate cause of those actions, Caliber has and will continue to suffer great economic injury and loss, all to the direct gain of CrossCountry.

110. Caliber respectfully requests judgment in its favor, and against CrossCountry, for economic damages in an amount to be proven at trial, together with costs of suit and attorney's fees, as well as any other remedies the Court deems appropriate, as set forth in its Prayer for Relief.

**COUNT III**  
**TORTIOUS INTERFERENCE WITH CONTRACT**

111. Caliber re-alleges and incorporates by reference the allegations of the preceding paragraphs as though fully set forth herein.

112. Most, if not all, of the Departed Employees are a party to a valid and enforceable Agreement with Caliber.

113. CrossCountry knew of the Departed Employees' Agreements with Caliber.

114. The respective Agreements preclude Caliber employees from, among other things:

- a. soliciting other Caliber employees to discontinue their employment with Caliber;

115. Caliber has met all of its obligations owed to the Departed Employees under their Agreements.

116. Caliber had a legitimate and reasonable expectation that it would receive the benefits of its contractual arrangements.

117. Caliber had a legitimate expectation that CrossCountry would not interfere with its valid contractual arrangements.

118. CrossCountry, without privilege to do so, acted with the intent to harm Caliber by intentionally inducing and encouraging the Departed Employees to breach their contracts with Caliber by (1) soliciting Caliber employees to terminate their employment relationship with Caliber; (2) diverting, converting, and removing loans in process at Caliber to take them to CrossCountry; and (3) retaining, and using, Caliber's Confidential Information.

119. By virtue of the foregoing conduct, CrossCountry has knowingly and willfully violated Caliber's legal rights, and, as a direct and proximate cause of CrossCountry's actions, Caliber has and will continue to suffer great economic injury and loss, all to the direct gain of CrossCountry.

120. Caliber respectfully requests judgment in its favor, and against CrossCountry, for economic damages in an amount to be proven at trial, together with costs of suit and attorney's fees, as well as any other remedies the Court deems appropriate, as set forth in its Prayer for Relief.

**COUNT IV**  
**TORTIOUS INDUCEMENT TO BREACH FIDUCIARY DUTY OF LOYALTY**

121. Caliber re-alleges and incorporates by reference the allegations of the preceding paragraphs as though fully set forth herein.

1           122. CrossCountry, without privilege to do so, intentionally and purposefully  
2 induced the Departed Employees to breach their fiduciary duties and duties of loyalty to  
3 Caliber.  
4

5           123. Numerous of the Departed Employees held a management position and/or  
6 position of trust and confidence while employed with Caliber and were entrusted with  
7 significant responsibility.

8           124. These Departed Employees owed fiduciary duties and duties of loyalty to  
9 Caliber by virtue of their agreements, employment, and positions of trust with Caliber.

10          125. These Departed Employees' duties included the duty of undivided loyalty and  
11 the duty to act with the utmost fidelity, integrity, and honesty at all times, and a duty not to act  
12 in concert with any third parties contrary to the interest of Caliber.

13          126. In the scope of their employment, Caliber entrusted the Departed Employees  
14 with Caliber's Confidential Information and access to its employees, customers, and  
15 prospects. The Departed Employees' fiduciary duty continues after termination of  
16 employment and prohibits an ex-employee's disclosure or use of Confidential Information  
17 acquired during their employment.

18          127. Caliber had a legitimate and reasonable expectation that it would receive the  
19 benefits of its fiduciary relationships.  
20

21          128. Caliber had a legitimate expectation that CrossCountry would not interfere  
22 with its fiduciary relationships.

23          129. CrossCountry knew that the Departed Employees owed a fiduciary duty to  
24 Caliber by virtue of their Agreements and positions of trust at Caliber.

25          130. CrossCountry, without privilege to do so, intentionally and purposefully  
26 induced the Departed Employees to breach their fiduciary duties and duties of loyalty to  
27 Caliber by, among other misdeeds:  
28



- a. soliciting Caliber's employees to leave their employment;
- b. removing, diverting, and converting loans in process at Caliber;
- c. misappropriating Caliber's Confidential Information; and
- d. concealing their activities and misdeeds from Caliber.

131. CrossCountry knew its conduct would result in significant injury to Caliber and acted with malice and the intent to injure Caliber.

132. By virtue of the foregoing conduct, CrossCountry knowingly and willfully violated Caliber's legal rights, and, as a direct and proximate cause of CrossCountry's conduct and the Departed Employees' breach of their fiduciary duty, Caliber has and will continue to suffer great economic injury and loss, all to the direct gain of CrossCountry and the Departed Employees.

133. Caliber respectfully requests judgment in its favor, and against CrossCountry, for economic damages in an amount to be proven at trial, together with costs of suit and attorney's fees, as well as any other remedies the Court deems appropriate, as set forth in its Prayer for Relief.

**COUNT V**  
**CIVIL CONSPIRACY**

134. Caliber re-alleges and incorporates by reference the allegations of the preceding paragraphs as though fully set forth herein.

135. CrossCountry conspired with the Departed Employees to violate their legal obligations to Caliber, including their restrictive covenants regarding solicitation of employees, misappropriation of confidential information, and removal of loans in process with Caliber.

136. All the actions taken by the Departed Employees were done with CrossCountry's knowledge and approval, if not at CrossCountry's specific direction.

1           137. Indeed, CrossCountry offered the Departed Employees significant financial  
2 inducements to violate their legal obligations owed to Caliber. Thus, CrossCountry played an  
3 essential role.

4           138. By virtue of the foregoing conduct, CrossCountry has knowingly and willfully  
5 violated Caliber's legal rights, and, as a direct and proximate cause of those actions, Caliber  
6 has and will continue to suffer great economic injury and loss, all to the direct gain of  
7 CrossCountry.

8           139. Caliber respectfully requests judgment in its favor, and against CrossCountry,  
9 for economic damages in an amount to be proven at trial, together with costs of suit and  
10 attorney's fees, as well as any other remedies the Court deems appropriate, as set forth in its  
11 Prayer for Relief.

12  
13                                   **PRAYER FOR RELIEF**

14           WHEREFORE, Plaintiff, Caliber Home Loans, Inc., prays for the following relief:

- 15           1. For compensatory damages in excess of \$5,000,000, in an amount to be  
16 determined;  
17           2. For attorney's fees and costs, in an amount to be determined;  
18           3. For statutory damages under the Defend Trade Secrets Act, in an amount to be  
19 determined;  
20           4. For pre-judgment interest at the maximum allowable rate; and  
21           5. For any other remedies and relief that the Court deems appropriate.

22  
23                                   **DEMAND FOR JURY TRIAL**

24           Caliber Home Loans, Inc. hereby demands a trial by jury for all issues so triable.

25           ///

26           ///

27           ///

1 Dated this 13<sup>th</sup> day of April, 2023.

2 HILLIS CLARK MARTIN & PETERSON P.S.

3 By s/ Eric D. Lansverk

4 Eric D. Lansverk, WSBA #17218

5 999 Third Avenue, Suite 4600

6 Seattle, WA 98104

7 206.623.1745

eric.lansverk@hcmp.com

8 Andrew M. DeLucia (admitted *Pro Hac Vice*)

9 RUBIN, FORTUNATO & HARBISON P.C.

10 1200 Liberty Ridge Drive, Suite 220

Wayne, Pennsylvania 19087

11 610.408.2025

adelucia@rubinfortunato.com

12 *Counsel for Plaintiff*

# EXHIBIT “A”

## Re: CORE December - Realtor Assignment

**From:** Mark Everts <evertsmark@gmail.com>  
**To:** Mark Everts <mark.everts@caliberhomeloans.com>  
**Date:** Fri, 03 Dec 2021 13:55:49 -0800

Well - I just realized that EOD to you is coming up very shortly for you and I promised something to you. Here's what I can share with you now . . . if the numbers make 'sense' - then I can commit to the following:

1. Delay leaving management for one more year (btw, this is NOT a delay in being an LC - I love that and can do it in my sleep - I want to stay originating for another 10 years at least)
2. Set up an office and get it staffed with at least 4 to 8 top producers
3. Groom one of them (or a competent 'Manager' not necessarily a producer) to handle day to day operations.
4. At the end of the year stay on in a leadership role for the next 4 years to ensure the office stays vibrant/strong.
5. Stay producing till I'm 70 like you.

Here's my connections:

Hans - as you know is considering this option strongly

Michelle - she is having more hesitations (according to Hans) - but she is loyal to me and would for sure jump if she knew I was on board.

LC 1 - loyal to me - solid agent following, closed \$98M last year, \$64M was purchase

LC 2 - loyal to me - an up and comer - already has a team of 3 - young and hungry (think Kevin Ng) was a TLC for years - he has closed \$8m and \$9m a month for the last 4 months - 90% of it purchase.

LC 3 - newer LC - solid closing ~\$3m a month

LC 4 - seasoned LC, part time mom - will close \$60M this year, closed the same last year - very loyal to me

There are others, but they would be less than a 50% chance of coming over.

Talking turkey with you here Scott - and please keep confidential - you asked if I had enough to retire on - I'm at \$8MM + in liquid assets and then another ~\$4MM in Real estate assets - so yes, I can retire now nicely - but this does have me excited. I also know the 'game' and how this works - I've seen it dozens of times before with other folks (either coming on with us or being recruited away) - an offer will be made, the person accepts the offer, then the current company comes back to the recruit and says 'oh, wait wait wait - if you don't go then we will do this for you' - you know the drill. This is NOT what I am angling for at all, there are other reasons for the serious talks - at the same time one would have to weigh out the pros and cons of that.

I guess what I'm saying is that any offer received to leave would have to so outweigh the offer to stay that it makes sense to go thru the rig-a-ma-roll (like that word, it was a favorite of my dad's) of uprooting my team and going elsewhere.

I hope that will give you enough and I see by my clock that it is just 5 min. before 5 your time :)

On Fri, Dec 3, 2021 at 1:06 PM Mark Everts <[evertsmark@gmail.com](mailto:evertsmark@gmail.com)> wrote:

----- Forwarded message -----

From: **Scott Forman** <[Scott.Forman@myccmortgage.com](mailto:Scott.Forman@myccmortgage.com)>

Date: Fri, Dec 3, 2021 at 12:40 PM

Subject: CORE December - Realtor Assignment

To: Mark Everts <[evertsmark@gmail.com](mailto:evertsmark@gmail.com)>

Hi Mark,

Here it is, let me know if you have any questions.

**Scott Forman**

Executive Vice President

D 201.505.0843

E scott.forman@myccmortgage.com

**APPLY NOW****CrossCountry Mortgage, LLC**

102 Chesnut Ridge Rd Suite 200

Montvale, NJ 07645

Personal NMLS12460

Company NMLS3029

**CONTACT US****NJ 201.505.0843    NY 914.245.4900**

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# EXHIBIT “B”



VIA EMAIL ONLY

December 16, 2021

Mark Everts

RE: Confidential Offer of Employment

Dear Mark,

It is my pleasure to extend you the following confidential offer of employment on behalf of CrossCountry Mortgage. I am excited that you are selecting CrossCountry Mortgage as your employer of choice. Please review the details of your offer as outlined herein.

Title/Position: Branch Manager

You will be provided the following:

- o Sign-on bonus of \$1,000,000 which shall be paid on the first payroll from the start of your employment.
- o An additional volume bonus of \$500,000 bonus payable when branch obtains \$600 Million in funded volume within first <sup>27 months</sup> ~~24~~ months from start of employment. *WME*
- o \$150,000 Corporate credit to Branch P&L
- o Marketing allowance of \$50,000 for the purpose of rebranding
- o CrossCountry Mortgage will provide a turnkey, class A office space complete with computers, printers, furniture, etc.

If you accept the terms of this offer, please sign below and return to me within five days of the date of this letter. I look forward to developing our relationship, however, please understand your relationship with CrossCountry Mortgage, LLC will be that of an at-will employee. This offer is contingent upon the parties entering into a formal employment and compensation agreement.

Please feel free to reach out to me directly at 440-262-3500 or via email at rleonhardt@myccmortgage.com with any comments or questions.

Best Regards,

**Ron J. Leonhardt, Jr.**

President

I accept the offer as outlined above.

A handwritten signature of Mark Everts in black ink, written over a horizontal line.

Mark Everts

12-19-21  
Date